

FILED
Clerk
District Court

SEP 29 2006

IN THE UNITED STATES DISTRICT COURT
FOR THE ^{FOURTH}
NORTHERN MARIANA ISLANDS ^{By} _____

For The Northern Mariana Islands
By _____
(Deputy Clerk)

ABELLANOSA, JOANNA, et al.,

Plaintiffs,

V.

L&T INTERNATIONAL CORP.,

Defendant.

Civil Action No. 05-0010

**DECLARATION IN SUPPORT OF
PLAINTIFFS' OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT**

I, Nelida Contemplacion, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.

2. On or about December, 2003, I went to L&T to apply for an advertised job vacancy for hand packers.

3. Around January 2004, Baby Lopez called me for an interview.

4. During my interview, Cory Quing asked me who was my employer and if I was willing to transfer to L&T. I told her who my employer was and yes, I was willing to transfer to L&T. She asked me if my employer was willing to release me. I told her yes. She told me, along with three other applicants that if we work hard, we can stay with the company for a long time because L&T is a big and stable company and its workers can have plenty of overtime work.

I.

MEDICAL FEES
(Physical Examination Fee
and Health Certificate Fee)

5. A few days later, I got a call from L&T asking me to report to HR office.

ORIGINAL

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1 When I arrived at HR I met with Baby Lopez, who identified herself as an HR
2 staff person. Baby gave me and asked me to complete the Consensual
3 Transfer documents and have my employer to complete and sign them, which
4 I did. I gave the completed consensual transfer documents to Baby Lopez at
5 the HR office. Baby Lopez then asked for my health certificate which she
6 noted was to expire in about two months. Baby told me that I would need to
7 get a new medical examination and health certificate before my employment
8 application/documentation could be completed and processed.

9 6. Baby told me to go to Marianas Medical Center to get the examination.
10 I asked her how the medical examination and health certificate are going to be
11 paid for. Baby said you pay for it now and on your renewal L&T will pay. I
12 understood this to mean that if I did my job and not violate any company
13 rules, that I would be renewed for a second year and that during that second
14 year L&T would pay/repay for the health examination and health certificate
15 fees.

16 7. Baby instructed me that after the medical examination, I should go to
17 Health Services at DOL and bring back my health certificate, and at that time
18 they can complete the processing of my employment application papers.

19 8. About a week or so later, when the health certificate was ready, I picked
20 it up and gave it to Baby Lopez at L&T. I paid \$35.00 for the physical exam
21 and \$20.00 for the CNMI health certificate and spent around four hours to
22 complete my medical examination. I was not paid for my services and time
23 spent getting the medical examination and health certificate.

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II.
CONTRACT SIGNING

9. My first non-resident contract was in 1992. Basically, annually since then, each year, my employers used and had me sign a standard form labor contract provided by DOL. I became familiar with the basic terms of the DOL standard form contract. A copy of such standard form contract is attached as Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

10. In 2004, when L&T HR staff Baby Lopez handed me their contract form, with only the signature page showing, and insisting that I sign, I had no reason to believe it was not the standard DOL form contract. Prior to signing this L&T contract form and at the time it was presented to me in the HR for signing, I was not given an opportunity to read the contract before signing it. When it was presented to me in the HR office, Baby Lopez just pushed the document through the counter-window with the pages turned back, showing only the signature page, and pointed to where I was to sign it, and said sign, which I did without reading it. I asked Baby "Can I read it first? Baby Lopez replied "no, we need to expedite for DOL processing and we need manpower." The HR staff was rushing me and other applicants by insisting that I and the other applicants I saw present, hurry up and quickly sign, without delaying the document processing. From the mood and way the HR staff was acting, I was made fearful that if I didn't just sign the signature page as instructed, I would lose the job opportunity especially since none of the other applicants I saw there held up the line by or took time to read the contract document. I observed the HR staff acting the same way with other workers who signed before and after my turn. Neither Baby Lopez, nor any

1 one else, ever showed me my contract document until the time and date they
2 asked me (us) to sign at HR. I was never given a copy of the L&T contract
3 document I signed before my termination on or about May 13, 2004. After my
4 termination I was surprised when I later learned of some of the terms and
5 conditions in L&T's self-styled contract. Had I known that the L&T contract
6 contained terms restricting me from being employed with other companies in
7 Saipan and allowing L&T to terminate me at any time as a reduction in force,
8 I would not have agreed to it or signed it.

III. PERFORMANCE EVALUATION

11. There was no individualized measurement or testing to determine my or
12 each Packer's individual performance or production. The only production
13 measurement or test was done by counting the output (production) from each
14 of the different lines of Packers. There was really no way for me as an
15 individual packer to control or show an increase in the number of products
16 because I was just one individual on the line with many others. In the
17 packing section our work was performed by groups of workers on so-called
18 lines. The packages or items we were assigned to work on often varied from
19 day to day. Our Head Supervisor in the packing section was Cao, Li Qun, who
20 is Chinese. When I and other Filipino workers tried to ask her questions
21 regarding our work she could not answer nor explain because she does not
22 speak english fluently. (See Defendant's Response to Plaintiffs' First Set of
23 Request for Interrogatories No. 49a).

IV. TERMINATION

12. I was employed and worked for L&T International Corporation as a hand packer, from on or about February 2004 to May 13, 2004, when I and other workers in the hand packing section were summoned by the calling of our individual names over the public address system, to report to the Human Resources (HR) office. I believe and understand we were called in two batches, one about 3:00 p.m. and one about 5:00 p.m. (See Deposition of Jack Torres, page 97, lines 14-17).

13. I did not know why we were being called to come to HR. I thought that we were being called regarding receipt of our anticipated ATM Cards that L&T had previously given us and had us fill out an application for, as they told me and other workers present, to make it easier and more convenient for (us) workers to access and get our anticipated bi-weekly wage payments without having to stand in line waiting for and trying to cash payroll checks. I was made more assured of my continued employment and anticipated pay check by L&T having asked me and other workers to set up these ATM accounts to facilitate our anticipated payroll check payments.

14. As we arrived at the designated meeting room, I observed other workers, and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR staff, were present at the May 13, 2004 meeting.

15. I did not see or hear Corazon Quing read or reading from any document or the so-called "communication plan" as described and stated in Exhibit "A" attached to the Declaration of Corazon Quing.

16. More specifically, I (we) were not told as stated by Corazon Quing that we

1 the workers, had the right to appeal our termination to the "Legal
2 Department" of L&T or to any one else.

3 17. Neither Malou Ernest, Corazon Quing nor any one else at the May 13,
4 2004 meeting, informed us, that the purpose of the so-called second check
5 was "to cover for 10 days pay in lieu of notice," as stated in paragraph 7,
6 Declaration of Corazon Quing. Additionally, L&T's own RIF policy required,
7 as proposed RIF workers, that I (we) be given "written notice of separation at
8 least 15 days prior to the effective date of separation, or severance pay in lieu
9 of notice." (See Ex. "D" Deposition of Torres, and page 88 lines 6-8 and lines
10 20-24).

11 18. It was my honest belief that I and my co-workers were terminated on May
12 13, 2004 and that the termination was effective immediately on and from May
13 13, 2004, because I (we) were told by HR staff at the May 13, 2004 meeting
14 that today (May 13, 2004) was our last day of employment and they demanded
15 that we give up and turn in our company ID cards which were required and
16 needed for company employees to freely enter company premises; and more
17 importantly, our I.D.s were swipe-cards for the time-clocks so we could not
18 clock in or out without them, in addition to being required to "turn over any
19 and all company properties in your possession... on or before May 13, 2004"
20 as stated in the Notice of Termination. (See Ex. "D," Defendant's
21 Memorandum). As a result I believed and felt that I was terminated and
22 forced to stop working on May 13, 2004, the same date that the Notice of
23 Termination (dated May 12, 2004) was given to me. Hence, I was not given the
24 required prior notice of termination and/or of the RIF.

25 19. I and the other plaintiffs worked a set work schedule and shift, and

1 worked Monday through Saturday, seven (7) hours a day, six (6) days a week,
2 for a total of forty-two (42) hours each work week, which included two (2) hour
3 overtime each work week while employed at L&T. At the time of my
4 termination, no one from L&T offered to assist me in finding other employment
5 or told me that they would or could assist me in getting employment with
6 affiliate companies of L&T.

7

V.
8 EMOTIONAL DISTRESS

9

10 20. When our termination was announced, I was so shocked and dumb-
founded. I could not believe we were being terminated early on our contract.
11 I cried, I was so angry and disappointed. When I came home that day, I could
12 not sleep. I was thinking about my family here and in the Philippines who all
depend on me for support.

13 21. After some time, I started to have frequent head aches and body aches.
14 Oftentimes I get dizzy and start to vomit. I even loss my appetite to eat. I
15 wanted to go to a doctor for a check up but I did not have money to pay for
16 medical expenses. I was always in a foul mood. I had frequent fights with my
17 boyfriend. Since I lost my job, our relationship had deteriorated. Our fights
18 became more frequent and many times I thought of moving out but I had
19 nowhere to go. For several months after L&T terminated my employment, I
20 was too embarrassed and ashamed to go to gatherings of friends and
21 acquaintances because of fear of being asked about my sudden firing and
22 termination by L&T. I felt insulted and humiliated by the termination.

23 22. I tried to apply at Jin Apparel and they asked me to complete my papers.
24 I tried to get my health certificate from the Department of Labor,
25

1 but they told me my health certificate was put on hold as requested by L&T.
2 I lost this job opportunity because of L&T.

3 I declare under penalty of perjury that the foregoing is true and correct
4 and that this declaration was executed this 28th day of September, 2006.

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/S/
Nelida Contemplacion
Declarant

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